IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF MICHIGAN

FORD MOTOR COMPANY, a Delaware corporation, and **FORD GLOBAL TECHNOLOGIES, LLC**, a Delaware Limited Liability Company, Plaintiffs, v. **INTERMOTIVE, INC.,** a California corporation, and **GREGORY E. SCHAFFER**, an individual, Defendants.	Civil Action No. 2:17-cv-11584 Honorable
Gregory D. Phillips (P80801) Jared L. Cherry (P80800) PHILLIPS RYTHER & WINCHESTER 600 East 124 South Salt Lake City, Utah 84102 Tel: (801) 935-4935 Fax: (801) 935-4936 Attorneys for Plaintiff	

COMPLAINT

Plaintiffs Ford Motor Company and Ford Global Technologies, LLC ("FGTL") (collectively "Ford") for their claims against defendants InterMotive, Inc. ("InterMotive") and Gregory E. Schaffer ("Schaffer") (collectively "Defendants") allege as follows:

NATURE AND SUBSTANCE OF THE ACTION

1. Ford files this complaint against Defendants for trademark infringement, false designation of origin, and unfair competition.

2. Ford also seeks cancellation of the mark UPFITTER INTERFACE MODULE because the mark is merely descriptive and because Defendants' application for the mark was allowed by the U.S. Patent and Trademark Office based on Defendants' false and misleading misrepresentations of affiliation with various vehicle manufacturers, including Ford.

3. Finally, Ford also seeks a declaration of non-infringement of rights in the mark UPFITTER INTERFACE MODULE and in the product sold by Ford and accurately described by Ford as an Upfitter Interface Module.

4. Ford seeks damages, statutory damages, injunctive relief, Ford's attorneys' fees and costs, and other appropriate relief.

JURISDICTION AND VENUE

5. This Court has subject matter jurisdiction over the claims relating to the Lanham Act (15 U.S.C. §§ 1125 et. seq.) pursuant to 28 U.S.C. § 1331 (federal subject matter jurisdiction) and 28 U.S.C. §1338(a) (any act of Congress relating to trademarks) and 28 U.S.C. § 2201 (declaratory relief). This Court has

subject matter jurisdiction over the related state law claims under 28 U.S.C. § 1367.

6. Defendants are subject to personal jurisdiction based on a forum selection clause in the non-disclosure agreement dated November 29, 2011 (the "NDA"), a copy of which is attached hereto as Exhibit A, and based on Defendants' unlawful activities in Michigan.

7. Venue is proper in this judicial district under 28 U.S.C. § 1391.

THE PARTIES

8. Ford Motor Company is a Delaware corporation with its principal place of business in Dearborn, Michigan.

9. FGTL is a Delaware limited liability company with its principal place of business in Dearborn, Michigan, and is a wholly owned subsidiary of Ford Motor Company.

10. InterMotive is a California corporation with its principal place of business located at 12840 Earhart Avenue, Auburn, California 95602.

11. Schaffer is the President of InterMotive and a citizen of the State of California and is personally and intimately involved in, and is a moving, active conscious force behind Defendants' infringement and violations of Ford's trademark rights.

FACTS COMMON TO ALL CLAIMS

12. Ford is one of the world's largest producers of cars and trucks.

13. Ford was incorporated in Delaware in 1919, after acquiring the business of a Michigan company, also known as Ford Motor Company, which was incorporated in 1903 to produce and sell automobiles designed and engineered by Henry Ford. In addition to producing, leasing, and selling cars and trucks, Ford also provides retail customers with a wide range of after-sale vehicle services and products through its dealer networks and other channels, including vehicle sales for "upfit" applications.

14. Vehicle "upfitting" involves customization of a vehicle for a wide variety of applications, including public safety, emergency response, and specialized transportation applications.

15. A variety of types of equipment may be installed on an "upfit" vehicle, including, light bars, sirens, generators, aerial lifts, radios, pagers, repeaters, satellite phones, global positioning systems (GPS), tracking devices, laptop computers, video surveillance systems, shelving, tool racks, and the like.

16. Various types of equipment used in "upfit" vehicles may use power generated by the vehicle and/or may interface with the vehicle's electrical and control system.

17. Ford sells several lines of vehicles for "upfitting," including its F-Series Super Duty Pickups, Transit Connect Vans, and E-Series Vans.

A. Ford has Expended Great Effort and Expense Developing the Ford Marks.

18. FORD® and the FORD OVAL® are some of the most well-known and highly regarded trademarks in the world. Ford sold its first automobile at least as early as 1895 and has sold automobiles and many other goods and services under the world-famous FORD® and FORD STYLIZED® trademarks continuously since that date.

19. Ford holds numerous registrations for FORD®, FORD STYLIZED®, GO FURTHER®, and the FORD OVAL® in the United States and worldwide. Ford's registrations for FORD®, FORD STYLIZED®, GO FURTHER®, and the FORD OVAL® are valid, unrevoked, subsisting, and incontestable, and constitute *prima facie* evidence of Ford's exclusive ownership of these trademarks. FORD®, FORD STYLIZED®, and the FORD OVAL® are referred to hereinafter collectively as the "Ford Marks."

20. Ford has spent hundreds of millions of dollars and has expended significant effort in advertising, promoting, and developing the Ford Marks throughout the world. As a result of such advertising and expenditures, Ford has established considerable goodwill in the Ford Marks. The Ford Marks have

become widely known and recognized throughout the world as symbols of high-quality automotive goods and services.

21. The Ford Marks are world-famous and distinctive and have become associated by the consuming public exclusively with Ford. The Ford Marks are an invaluable asset of substantial and inestimable worth to Ford.

22. Ford has registered the Ford Marks specifically in the field of automobiles and related goods and services. Copies of the trademark registration certificate for the FORD STYLIZED® Trademark (U.S. Reg. No. 74,530); the FORD® Trademark (U.S. Reg. No. 643,185); GO FURTHER® Trademark (U.S. Reg. NO. 3,895,251); and the FORD OVAL® Trademark (U.S. Reg. No. 1,399,080) are attached hereto as Exhibit B.

Mark	Reg. No.	Reg. Date	Date of First Use	Int'l. Classes
	74,530	July 20, 1909	Feb. 15, 1895	012
FORD	643,185	Mar. 26, 1957	Feb. 15, 1895	012
	1,399,080	July 1, 1986	Oct. 1966 (Class 12 date of first use is 1912)	1, 2, 3, 4, 6, 7, 9, 11, 12, 17, and 27

GO FURTHER[1]	3,895,251	April 2010	Dec. 21, 2010	35, 36, 49, 42

B. Ford's Upfit Vehicles, Vehicle Upfitting Network, and Upfitter Interface Module

23. Ford has invested tremendous effort and expense in creating and developing its upfit vehicles.

24. Ford maintains a network of 117 authorized "upfitters" in the United States that provide "upfits" for vehicles sold by Ford. A printout of the website page identifying Ford's authorized "upfitters" is attached hereto as Exhibit C.

25. In March 2016, Ford announced that its 2017 Super Duty vehicles would include an "upfitter interface module" and software package that would enable "upfitters" to better interface the electrical system of Ford vehicles with "upfits." Ford's announcement was reported in industry publications. *See e.g.*, Exhibit D.

C. Defendant Alleges Trademark Infringement, Alleges Misappropriation of Confidential Information, and Demands Payment from Ford

26. Following Ford's announcement, Defendants sent an email to Ford on

[1] The GO FURTHER mark was assigned by Merchants Automotive Group, Inc. to Ford on November 18, 2011.

March 21, 2016, alleging: (A) breach of the NDA attached hereto as Exhibit A; (B) duplication of features allegedly unique to Defendants' products; and (C) trademark infringement based on Ford's use of the name "Upfitter Interface Module." A copy of Defendants' email dated March 21, 2016, is attached hereto as Exhibit E.

27. Schaffer met with counsel for Ford on May 5, 2016, to discuss Defendants' demands to resolve its claims of infringement. Among other terms, Schaffer demanded payment of a $75.00 "royalty" for each vehicle featuring Ford's "Upfitter Interface Module."

28. On July 15, 2016, Ford wrote to Defendants and noted: (A) evidence refuting Defendants' claims regarding breach of the non-disclosure agreement; (B) the features allegedly unique to Defendants' products were publically disclosed and were not protected by any recognized intellectual property right; and (C) the alleged trademark describes the function of a module that acts as an interface to an "upfit" component with the vehicle. A copy of Ford's letter of July 15, 2016, is attached hereto as Exhibit F.

D. Ford Learns that Defendants are using the FORD OVAL® to Promote Defendants' Products.

29. In the course of investigating Defendants' allegations of infringement, Ford learned that Defendants' software displayed the FORD OVAL®, as shown below.

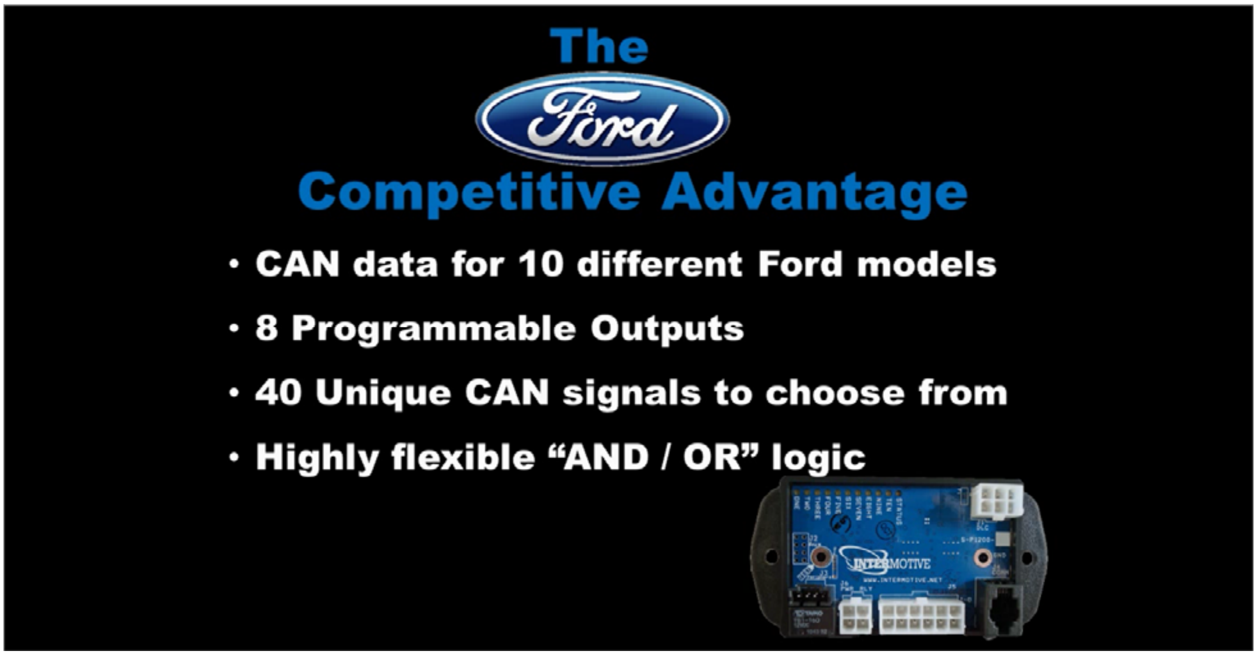
InterMotive UIM
CHEVROLET
GM
Ford
INTERMOTIVE
RAM
GMC

30. Ford's letter of July 15, 2016, demanded that "InterMotive cease and desist from all uses of the FORD BLUE OVAL® Logo." Exhibit F.

31. In response to Ford's demand, Defendants merely substituted the FORD® trademark in the place of the FORD OVAL® on their software, as shown below.

InterMotive UIM
CHEVROLET
GM
Ford
INTERMOTIVE
RAM
GMC

32. In addition to using the FORD OVAL® on their software, Defendants also prominently display the FORD OVAL® on their promotional and training materials. For example, Defendants' website features a video describing "InterMotive's Ford UIM" under the heading "The FORD Competitive Advantage," as shown below.


The
Ford
Competitive Advantage
• CAN data for 10 different Ford models
• 8 Programmable Outputs
• 40 Unique CAN signals to choose from
• Highly flexible "AND / OR" logic
INTERMOTIVE

Previously available at https://youtu.be/dCxV2uCQ88o.

33. In another example, Defendants' website features a video describing the "Ford Police Interceptor Surveillance Mode," which prominently features the FORD OVAL® and GO FURTHER® marks.[2]

Ford
Go Further

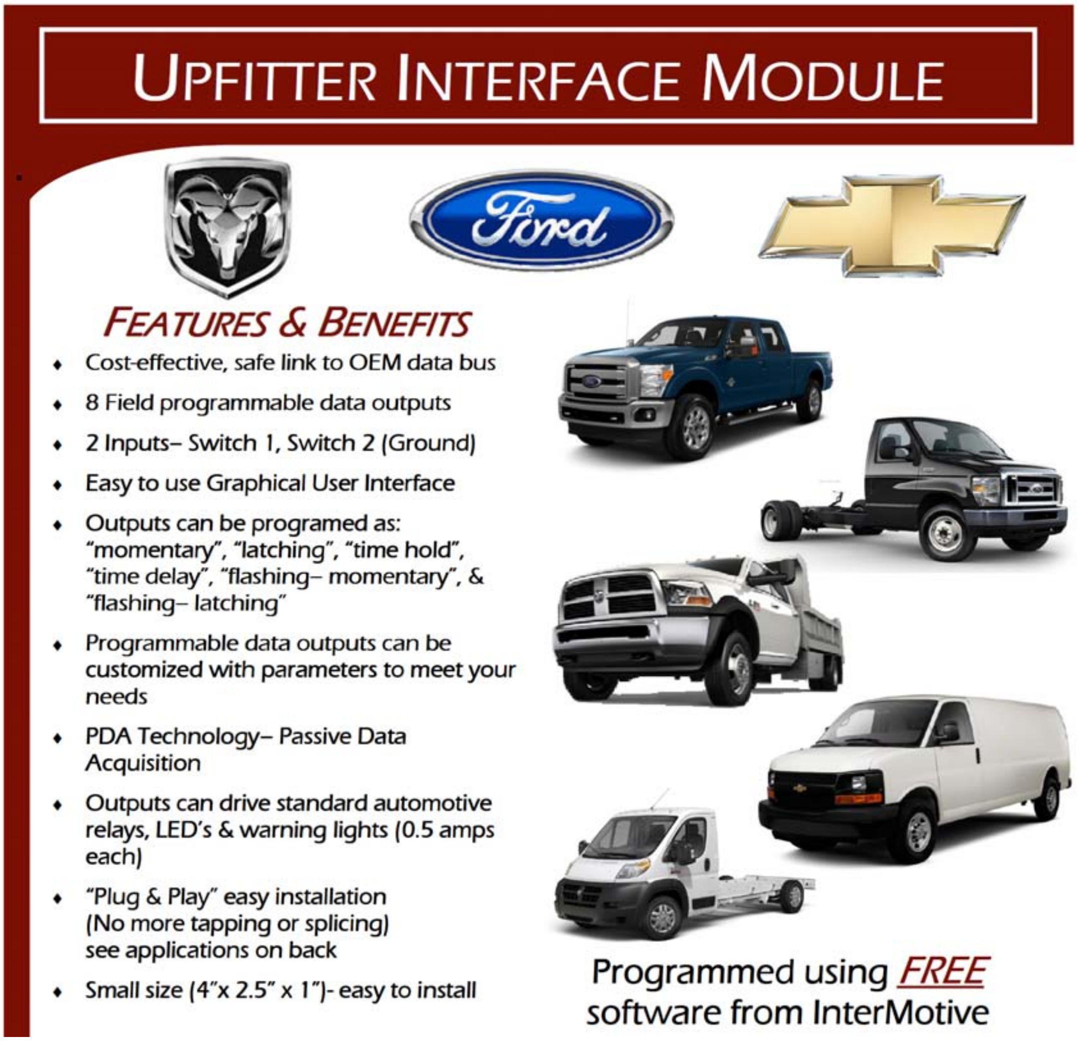
See https://youtu.be/lO21ioE2VIg.

34. Certain of Defendants' continuing violation of Ford's trademark rights were addressed in a letter dated October 25, 2016, a copy of which is attached hereto as Exhibit G.

[2] Although InterMotive has a license from Ford to use certain technology associated with the surveillance mode, the License does not grant InterMotive any right to use the FORD OVAL® or GO FURTHER® trademarks.

35. In spite of two written demands that Defendants cease and desist from their unauthorized use of Ford's Marks, Defendants continue to use the FORD OVAL® and GO FURTHER® trademarks to promote Defendants' goods and services.

36. In addition, Defendants continue to use Ford's Marks in other forms of advertising. One example of a recent advertisement bearing the FORD OVAL® trademark and which Defendants distributed on their website is attached hereto as Exhibit H. The top portion of Defendants' advertisement is reproduced below and prominently features the FORD OVAL® trademark.


UPFITTER INTERFACE MODULE
FEATURES & BENEFITS
Cost-effective, safe link to OEM data bus
8 Field programmable data outputs
2 Inputs– Switch 1, Switch 2 (Ground)
Easy to use Graphical User Interface
Outputs can be programed as: "momentary", "latching", "time hold", "time delay", "flashing– momentary", & "flashing– latching"
Programmable data outputs can be customized with parameters to meet your needs
PDA Technology– Passive Data Acquisition
Outputs can drive standard automotive relays, LED's & warning lights (0.5 amps each)
"Plug & Play" easy installation (No more tapping or splicing) see applications on back
Small size (4"x 2.5" x 1")- easy to install
Programmed using FREE software from InterMotive

E. Defendants Make False and Misleading Claims to the USPTO Regarding its Affiliation with Vehicle Manufacturers.

37. Following Ford's use of the phrase "upfitter interface module" to describe its product, Defendants filed trademark application no. 87/062,511 for the mark UPFITTER INTERFACE MODULE.

38. Defendants' application was rejected by the USPTO on September 28, 2016, as being merely descriptive under § 2(e)(1) of the Lanham Act. *See* Exhibit I.

39. On March 1, 2017, Defendants submitted a response to the rejection of the trademark application and argued:

> "[T]here is no evidence establishing that at least the word "UPFITTER" as applied to the Applicant's goods is merely descriptive. The Trademark Office's view is that "UPFITTER" is understood to mean "A company that specializes in the addition of equipment on a vehicle that was not installed by the manufacturer." The trademark Office suggests evidence already shows, Applicant's goods are designed to be added to vehicles that it does not manufacture itself. As such, "UPFITTER" is similarly descriptive of a function of Applicant's goods, namely their addition to vehicles after they have left their place of manufacturer[.] "UPFITTER" may be a known term in the industry. However, ***Applicant's goods often accompany the manufactured automobile from the factory as part of the manufacturer's delivered vehicle to the end user, particularly for large special orders of fleet vehicles***.

A copy of Defendants' response is attached hereto as Exhibit J.

40. Defendants purport to claim that the above-quoted assertion is true with regard to Ford's vehicles, stating: "Attachment 17 includes Ford's Telematics powered by Telogis . . . According to Ford's Hart." *Id*.

41. Contrary to the arguments presented to the USPTO, Defendants goods do *not* "accompany the manufactured automobile from the factory as part of the manufacturer's delivered vehicle to the end user…."

42. Defendants' above-quoted argument, at least as it relates to Ford, is misleading and inaccurate.

43. Defendants' above-quoted argument concedes that the term "UPFITTER" is merely descriptive to the extent that the term refers to "equipment on a vehicle that was not installed by the manufacturer."

44. Based on Defendants' concession and the fact that its equipment is "not installed by the manufacturer," the mark UPFITTER INTERFACE MODULE is merely descriptive of Defendants' goods.

45. Based on Defendants' false and misleading claims, the USPTO issued U.S. Trademark Registration No. 5,201,973 for the mark UPFITTER INTERFACE MODULE on May 9, 2017. A copy of the registration certificate for the mark is attached hereto as Exhibit K.

FIRST CLAIM FOR RELIEF

(Federal Trademark Infringement under 15 U.S.C. § 1114)

46. The allegations set forth above are incorporated herein by this reference.

47. The Ford Marks are inherently distinctive, are arbitrary and fanciful, and have acquired secondary meaning. The public associates the Ford Marks exclusively with Ford and Ford's vehicles, products, and services. This is a result

of the inherent distinctiveness of the Ford Marks and of distinctiveness acquired through extensive advertising, sales, and use in commerce throughout the United States and beyond in connection with products and services bearing or using the Ford Marks.

48. Despite Ford's well-established rights in the Ford Marks, Defendants have used and continue to use, without Ford's authorization, spurious designations that are identical to, or substantially indistinguishable from the Ford Marks.

49. Defendants have acted with knowledge of Ford's ownership of the Ford Marks and with deliberate intention to unfairly benefit from the incalculable goodwill inherent in the Ford Marks.

50. Defendants' misappropriation of the Ford Marks, has been, and continues to be done, with the intent to cause confusion, mistake, and to deceive consumers concerning the source and/or sponsorship of Defendants' products and services. Accordingly, this is an exceptional case within the meaning of 15 U.S.C. § 1117(a).

51. As a direct and proximate result of Defendants' conduct, Ford has suffered irreparable harm to the Ford Marks. Unless Defendants are restrained from further infringement of the Ford Marks, Ford will continue to be irreparably harmed.

52. Ford has no adequate remedy at law that will compensate for the continued and irreparable harm it will suffer if Defendants' acts are allowed to continue, and is thus entitled to both a preliminary and permanent injunction.

53. As a direct and proximate result of Defendants' conduct, Ford is entitled to damages, treble damages, statutory damages, the equitable remedy of an accounting for, a disgorgement of, all revenues and/or profits wrongfully derived by Defendants from their infringement of the Ford Marks, and Ford's attorneys' fees and costs pursuant to 15 U.S.C. § 1117.

54. In the alternative, Ford is entitled to elect statutory damages under 15 U.S.C. § 1117(c).

SECOND CLAIM FOR RELIEF

(False Designation of Origin under 15 U.S.C. § 1125(a))

55. The allegations set forth above are incorporated herein by this reference.

56. Defendants have used and are continuing to use in commerce false and misleading designations of origin concerning Defendants' products and services and Ford's products and services.

57. Defendants' false designations of origin have caused actual confusion and will continue to cause actual or likely confusion regarding the affiliation,

connection, or association of Defendants' products and services with Ford or as to the origin, sponsorship, or approval of Defendants' products and services.

58. Defendants have caused and will continue to cause its false and misleading designations of origin and descriptions of fact to enter interstate commerce.

59. Ford has been or is likely to be injured as a result of the false and misleading designations of origin and descriptions of fact, either by direct diversion of sales from itself to Defendants or by a lessening of the goodwill associated with Ford's products and services.

60. Defendants' acts constitute false designations of the origin and/or sponsorship in violation of Section 43(a) of the Lanham Act, as amended, 15 U.S.C. § 1125(a).

61. By reason of Defendants' actions, Ford has suffered irreparable harm to the Ford Marks. Unless Defendants are restrained from its actions, Ford will continue to be irreparably harmed.

62. Ford has no remedy at law that will compensate for the continued and irreparable harm that will be caused if Defendants' acts are allowed to continue, and is thus entitled to both a preliminary and permanent injunction.

63. As a direct and proximate result of Defendants' conduct, Ford is entitled to damages, treble damages, statutory damages, and the equitable remedy of an accounting for, a disgorgement of, all revenues and/or profits wrongfully derived by Defendants from their false designations of origins, and Ford's attorneys' fees and costs pursuant to 15 U.S.C. § 1117.

THIRD CLAIM FOR RELIEF

(Unfair Competition)

64. The allegations set forth above are incorporated herein by this reference.

65. Defendants simulated the Ford Marks and substituted Defendants' products and services for those of Ford, thereby deceiving and misleading the public.

66. Defendants' actions as described above constitute unfair competition as a matter of law.

67. As a result of Defendants' conduct, Ford will continue to suffer damage to Ford's reputation and loss of business because of consumer confusion as to the origin, sponsorship, approval, nature, characteristics, or qualities of Defendants' products and services.

68. Ford has been, and absent injunctive relief will continue to be, irreparably harmed by Defendants' actions.

69. Ford has no adequate remedy at law for Defendants' unfair competition.

70. Ford is entitled to damages in an amount to be proven at trial, as well as Ford's attorneys' fees and costs.

FOURTH CLAIM FOR RELIEF
(Trademark Dilution)

71. Ford realleges and incorporates herein the allegations above.

72. The FORD® and FORD OVAL® trademarks are owned by Ford and are famous as defined by 15 U.S.C. § 1125(c)(2), in that each mark is widely recognized by the general consuming public as identifying goods or services having originated from Ford.

73. Defendants' use and appropriation of the FORD® and FORD OVAL® trademarks has caused and continues to cause harm to the distinctive quality of the FORD® and FORD OVAL® marks by lessening the capacity of the marks to identify and distinguish Ford's goods and services from those of others.

74. Defendants' actions constitute trademark dilution in violation of Section 43(c) of the Lanham Act, 15 U.S.C. § 1125(c).

75. Defendants will continue, unless enjoined, to cause irreparable harm and injury to the goodwill and reputation of Ford.

76. As a direct and proximate result of Defendants' wrongful acts, Ford has also suffered pecuniary damages in an amount to be determined at trial.

77. Defendants willfully intended to trade on Ford's reputation and/or to cause dilution of Ford's famous marks.

78. Ford is entitled to an injunction, in addition to the remedies in sections 35(a) and 36 of the Lanham Act, including treble profits and/or damages, attorney's fees, and costs.

FIFTH CLAIM FOR RELIEF
(CANCELLATION OF TRADEMARK REGISTRATION PURSUANT TO 15 U.S.C. § 1064)

79. Ford realleges and incorporates herein the allegations above.

80. The UPFITTER INTERFACE MODULE trademark is merely descriptive of the goods recited in trademark application no. 87/062,511, and accordingly, ineligible for registration under 15 U.S.C. § 1052(e)(1).

81. Defendants submitted false and misleading arguments in order to overcome a proper rejection of trademark application no. 87/062,511, and accordingly, the resulting registration is subject to cancellation under 15 U.S.C. § 1064(3).

82. For at least the foregoing reasons, Trademark Registration No. 5,201,973 for UPFITTER INTERFACE MODULE should be cancelled.

SIXTH CLAIM FOR RELIEF
(DECLARATORY JUDGMENT)

83. Ford realleges and incorporates herein the allegations above.

84. An actual and justiciable controversy exists between the parties as to whether the mark UPFITTER INTERFACE MODULE is protectable under the Lanham Act.

85. Defendants have accused Ford of infringement of the mark UPFITTER INTERFACE MODULE.

86. Ford contends that the mark is merely descriptive and is ineligible for trademark protection.

87. Ford is entitled to a declaratory judgment, pursuant to 28 U.S.C. §§ 2201, that Ford has not infringed any right belonging to Defendants relating to the mark UPFITTER INTERFACE MODULE.

88. An actual and justiciable controversy exists between the parties as to whether Ford has breached the NDA.

89. Defendants have accused Ford of violating the NDA.

90. Ford contends that it has not violated the NDA and that Defendants have failed to provide any evidence in support of Defendants' accusations.

91. Ford is entitled to a declaratory judgment, pursuant to 28 U.S.C. §§ 2201 that Ford has not violated the NDA.

92. An actual and justiciable controversy exists between the parties as to whether (A) any features allegedly unique to Defendants' products are subject to any cognizable form of legal protection, and (B) if any such rights exist, whether Ford has violated any such rights.

93. Defendants have accused Ford of using features allegedly unique to Defendants' products and have demanded payment of $75.00 for each vehicle featuring Ford's "Upfitter Interface Module."

94. Ford contends that Defendants have no legally cognizable right to prevent Ford or any other competitor in the market from developing products including features allegedly unique to Defendants' products.

95. Ford is entitled to a declaratory judgment, pursuant to 28 U.S.C. §§ 2201 that Ford has not violated any cognizable right relating to features allegedly unique to Defendants' products.

Prayer for Relief

WHEREFORE, Ford prays for judgment against Defendants as follows:

1. Under all claims for relief, that a preliminary and permanent injunction be issued enjoining Defendants, their employees, agents, successors and

assigns, and all those in active concert and participation with them, and each of them who receives notice directly or otherwise of such injunctions, from:

(a) imitating, copying, or making unauthorized use of the Ford Marks, including but not limited to using the name or marks FORD®, GO FURTHER®, and the FORD OVAL®, or any confusingly similar variations thereof, in any manner in the United States;

(b) importing, manufacturing, producing, distributing, circulating, selling, offering for sale, advertising, promoting, or displaying in the United States any service or product using any simulation, reproduction, counterfeit, copy, or colorable imitation of any or all of the Ford Marks;

(c) using in the United States any simulation, reproduction, counterfeit, copy, or colorable imitation of the Ford Marks, or any confusingly similar variations thereof, in connection with the promotion, advertisement, display, sale, offering for sale, manufacture, production, circulation or distribution of any product or service;

(d) using in the United States any false designation of origin or false description (including, without limitation, any letters or symbols constituting the Ford Marks), or performing any act, which can, or is likely to, lead members of the trade or public to believe that any service or product manufactured, distributed, or sold by Defendants are in any manner associated or connected with Ford, or is sold, manufactured, licensed, sponsored, approved, or authorized by Ford;

(e) transferring, consigning, selling, shipping, or otherwise moving in the United States any goods, packaging, or other materials in Defendants' possession, custody, or control bearing a design or mark substantially identical to any or all of the Ford Marks;

(f) engaging in any false advertising or other activity in the United States constituting unfair competition with Ford with respect to the Ford Marks or constituting an infringement of the Ford Marks, or of Ford's rights in, or to use or exploit, the Ford Marks;

(g) instructing, assisting, aiding, or abetting any other person or business entity in engaging in or performing any of the activities referred to in subparagraphs (a) through (f) above.

2. For an order directing that Defendants recall and deliver for destruction all products, labels, tags, signs, prints, packages, videos, advertisements, and other materials in its possession or under its control, bearing or using the Ford Marks or any simulation, reproduction, counterfeit, copy or colorable imitation thereof, pursuant to 15 U.S.C. § 1118.

3. For an order directing Defendants to deliver for destruction all unauthorized products, labels, signs, transparencies, electronic files, photographs, images, and advertisements in Defendants' possession or under Defendants' control bearing the Ford Marks or any simulation, reproduction, counterfeit, copy, or colorable imitation thereof, and all plates, molds, matrices, programs, or other means of making the same.

4. For an order directing such other relief as the Court may deem appropriate to prevent the trade and public from deriving the erroneous impression that any service or product manufactured, sold, or otherwise circulated or promoted by Defendants is authorized by Ford or related in any way to Ford's products or services.

5. For an order requiring that Defendants pay Ford for damages that were sustained as a consequence of Defendants' infringement of the Ford Marks and to account for all gains, profits, and advantages derived by Defendants by the infringement of the Ford Marks.

6. For an order directing that Defendants file with the Court and serve upon Ford's counsel within thirty (30) days after entry of such judgment, a report in writing under oath, setting forth in detail the manner and form in which Defendants have complied with the above.

7. For an order requiring Defendants to file with the Court and provide to Ford an equitable accounting and disgorgement of all revenues and/or profits wrongfully realized by Defendants.

8. For an award of Ford's costs and disbursements incurred in this action, including Ford's reasonable attorneys' fees, pursuant to 15 U.S.C. § 1117.

9. For an award of interest, including pre-judgment interest, on the foregoing sums.

10. For an order directing that this court retain jurisdiction of this action for the purpose of enabling Ford to apply to the Court at any time for such further orders and interpretation or execution of any order entered in this action, for the modification of any such order, for the enforcement or compliance therewith, and for the punishment of any violations thereof.

11. For an order cancelling Trademark Registration No. 5,201,973 for UPFITTER INTERFACE MODULE.

12. For declaratory judgment that Ford did not breach the NDA.

13. For declaratory judgment that any features allegedly unique to Defendants' products are not subject to any cognizable form of legal protection.

14. For declaratory judgment that Ford has not violated any cognizable form of legal protection afforded to any features allegedly unique to Defendants' products.

15. For such other and further relief as the Court may deem just and proper.

Dated: May 17, 2017

Respectfully submitted,

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